unfairly even if he has kept "within the law." *Weeghman v. Killifer* (1914, C. C. A. 6th) 215 Fed. 289; *Harton v. Little* (1914) 188 Ala. 640, 65 So. 951; see 1 Pomeroy, *Equity Jurisprudence* (4th ed. 1918) sec. 398. Here this principle comes into sharp conflict with the absolute power of an infant to disaffirm his contract. Whether this power will have to be modified to meet existing business conditions, especially in the "movie" industry, where youth plays so large a part, is an important question of policy for the courts. An entering wedge has already been driven. In New York an injunction has been granted to restrain an infant from violating his contract not to use his employer's list of customers for a period after he left his employ. *Mutual Milk and Cream Co. v. Prigge* (1906) 112 App. Div. 652, 98 N. Y. Supp. 458; see NOTES (1906) 20 HARV. L. REV. 64. A recovery of premiums on an insurance policy made during infancy and later disaffirmed has also been denied. *Link v. N. Y. Life Insurance Co.* (1909) 107 Minn. 33, 119 N. W. 488; *contra, Simpson v. Prudential Ins. Co.* (1903) 184 Mass. 348, 68 N. E. 673. To prevent the use of equity to aid in "contract jumping" would seem to be the next logical step.

EQUITY—SPECIFIC PERFORMANCE—INDEMNITY FOR DOWER INTEREST.—The defendants were partners in real estate operations. They contracted to sell land to the plaintiff, but finding that the property was increasing in value, they refused to perform, giving as an excuse that the wife of one of them refused to release her dower interest. The plaintiff brought this bill for specific performance. *Held,* that the plaintiff was entitled to a decree for performance with indemnity for the dower interest, since the wife collusively refused to join in the conveyance. *Schefrin v. Wilensky* (1920, N. J. Ch.) 111 Atl. 660.

In general, where a vendor has contracted to convey a larger estate than he has, the vendee is entitled to specific performance of the contract with an abatement in the purchase price for that part of or interest in the property which the vendor is unable to convey. See *Mortlock v. Buller* (1804, Ch.) 10 Ves. 292, 316; see NOTES (1912) 25 HARV. L. REV. 731; 2 Pomeroy, *Equitable Remedies* (1st ed. 1905) sec. 831. An exception in some jurisdictions is where the outstanding interest is dower. 2 Pomeroy, *op. cit.,* sec. 834; see 36 Cyc. 745. Two main reasons are given for this exception. In the first place a decree for specific performance in such a case tends indirectly to exert pressure on the wife and upset domestic relations. *Haden v. Falls* (1914) 115 Va. 779, 80 S. E. 576. But this reason does not apply where there is collusion between husband and wife, as in the instant case, or misrepresentation on the part of the wife, since the wife no longer is an innocent party in the matter. *Stein v. Francis* (1919, N. J. Ch.) 109 Atl. 737. Secondly, the difficulty of computing the value of the inchoate dower because of the contingencies thereof, has been held to be so great that a fair abatement or indemnity cannot be determined. *Long v. Chandler* (1914) 10 Del. Ch. 339, 92 Atl. 256. Where the dower is consummate the difficulty is less, and a court has granted an abatement in such a case where it might not have done so had the dower been inchoate. *Bostwick v. Beach* (1886) 103 N. Y. 414, 9 N. E. 41; *Roos v. Lockwood* (1891, Sup. Ct.) 59 Hun. 181, 13 N. Y. Supp. 128; but see *Compione v. Eckert* (1920, Sup. Ct.) 110 Misc. 703, 182 N. Y. Supp. 137. The difficulty of calculation depends to a great extent on the dower statutes of the jurisdiction. Therefore no general rule based on this argument is possible. An abatement may be unfair, as the dower may never vest. But an indemnity which returns to the vendor if the dower does not vest has been held to work no great hardship on the vendor. *Minge v. Green* (1912) 176 Ala. 343, 58 So. 381. Although it may be to the disadvantage of the purchaser and against public policy by rendering the land unmarketable. *Minge v. Green* (1912) 176 Ala. 343, 365, 58 So. 381, 388. Many courts have held that neither reason is sufficient to take such a case out of the general rule. *Bethell v. McKin-*

ney (1913) 164 N. C. 71, 80 S. E. 162; *Tebeau v. Ridge* (1914) 261 Mo. 547, 170 S. W. 871. As the court in the instant case found that there was collusion, the decision seems sound both on authority and reason. See L. R. A. 1917 F, 579, note.

EVIDENCE—COMPARISON OF HANDWRITING—ADMISSION OF SPECIMENS CONCEDED TO BE GENUINE FOR PURPOSES OF COMPARISON.—The plaintiff, a depositor with the defendant bank, recovered in an action for a sum of money which he alleged that the bank had paid out and charged to his account upon forged checks. The bank brought this appeal, alleging as error the admission in evidence of checks conceded to bear the genuine signature of the plaintiff. *Held,* that a paper not already in evidence, and having no connection with the issue to be tried, could not be admitted either for the purpose of comparison by the jury or to test the general accuracy of witnesses on cross-examination. *Texas State Bank v. Scott* (1920, Tex.) 225 S. W. 571.

In nearly all jurisdictions comparison by the jury of the disputed handwriting with specimens properly before them is allowed. There is, however, some conflict and confusion as to the method of getting specimens before the jury. Many jurisdictions admit for the purpose of comparison by the jury, writings irrelevant to the issue and in no way in the case upon proof to the satisfaction of the court of their genuineness. *Homer v. Wallis* (1814) 11 Mass. 308; 62 L. R. A. 866, note. Other jurisdictions admit specimens conceded to be genuine. *Cochrane v. National Elevator Co.* (1910) 20 N. D. 169, 127 N. W. 725; *Seaman v. Husband* (1917) 256 Pa. 571, 100 Atl. 941. Some courts admit no writings solely for comparison, but allow comparison by the jury of writings already in evidence. *Mississippi Lumber & Coal Co. v. Kelly* (1905) 19 S. D. 577, 104 N. W. 265, 9 Ann. Cas. 449, note. Other jurisdictions limit comparison to specimens already in evidence and admitted to be genuine. *Barnes v. United States* (1909, C. C. A. 5th) 166 Fed. 113. The objections advanced against the admission of signatures for comparison are that there may be an unfair selection of specimens, and also that there may arise a confusion of issues. The first objection is completely met by the rule limiting comparison to specimens admittedly genuine, and also by the rule requiring the specimens to be already in evidence and admitted to be genuine. This objection is of slight weight at best, for in every action the party producing the evidence selects such evidence as will be favorable to himself. See 3 Wigmore, *Evidence* (1904) sec. 1999. The second objection is obviously taken care of under any of the rules except the one allowing comparison only with those writings already in evidence, but even here it is of comparatively little weight. See Wigmore, *op. cit.,* sec. 2000. It seems, therefore, that since a writing admittedly genuine obviates the above mentioned objections, it should be admitted for comparison. A writing conceded or proved to be genuine, though otherwise irrelevant to the cause, may be admitted to test the accuracy of a handwriting witness. *McArthur v. Citizens' Bank of Norfolk* (1915, C. C. A. 4th) 223 Fed. 1004; Ann. Cas. 1917 B, 1067, note. But when the testing signature is one whose genuineness is not admitted or must be specially proved, because it is not otherwise in the case, the objections of multiplicity of issues and of unfairness of selection again arise. Owing to the dangerous nature of expert handwriting testimony and the necessity of testing it thoroughly to prevent injustice, the deprivation of this weapon for the cross-examiner is a loss so serious as to outweigh the inconveniences of its sanction. See Wigmore, *op. cit.,* sec. 2015.

EVIDENCE—REASONABLE DOUBT—CHAIN AND CABLE THEORIES.—The defendant was convicted of statutory rape and brought this appeal, assigning as error the charge of the lower court that the corroborative evidence produced by the